

CONTRACT

This contract, made and entered into this 19 day of September, 2013, by and between City of Newport, hereinafter called the "OWNER," and Rosenbauer Minnesota LLC, hereinafter called the "CONTRACTOR,"

WITNESSETH:

Said CONTRACTOR in consideration of the sum to be paid by the said OWNER and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for: Newport Municipal Airport, 2013 ARFF Truck, Newport, Oregon, A.I.P. Project No. 3-41-0040-22, to the extent of the proposal made by the CONTRACTOR and agreed to by the OWNER dated the 19 day of September 2013, all in full compliance with the Contract Documents referred to herein.

The "Invitation to Bid," the "Instructions to Bidders," the signed copy of the "Proposal," the "Bid Bond," the fully executed "Performance Bond" and "Payment Bond", the "General Provisions," the "FAA Standard Contract Clauses," the "Supplementary Conditions," and the "Technical Specifications," are hereby referred to and reference made a part of this agreement as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Engineer and the Owner's satisfaction to the extent provided in the contract Documents, the OWNER agrees to pay the CONTRACTOR the amount bid as adjusted in accordance with the proposal as determined by the Contract Documents and specified by the OWNER or as otherwise herein provided, and based on the said proposal made by the CONTRACTOR and to make such payments in the manner and times provided in the Contract Documents.

The CONTRACTOR agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

The CONTRACTOR agrees to indemnify and save harmless the OWNER from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of acceptance of the work in the contract by the OWNER.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this contract as completely as if the same were fully set forth herein.

It is agreed the time limit for substantial completion of the contract, shall be the time as specified in the "Invitation to Bid" and the "Proposal."

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

In the event that the CONTRACTOR shall fail to complete the work within the time limit or the CONTRACTOR shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate as described in the General Provisions. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of _____, 2013.

CITY OF NEWPORT

By: Ted Smith
Typed Name: Ted Smith
Title: Interim City Manager

By: _____
Typed Name: _____
Title: _____

CONTRACTOR

By: J. Steven Reedy
Typed Name: J. Steven Reedy
Title: Vice President/General Manager

By: _____
Typed Name: _____
Title: _____

EXHIBITA

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29

USC 201, *et seq*). ORS 279B.235(3).

- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

PAYMENT BOND

Bond Number 105976164

KNOW ALL MEN BY THESE PRESENTS, That Rosenbauer Minnesota LLC as PRINCIPAL, hereinafter called PRINCIPAL, and a corporation organized and existing under the laws of the State of Oregon, as SURETY, hereinafter called SURETY, are held and firmly bound unto the City of Newport, as OBLIGEE, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, in the amount of two hundred thirty-six thousand forty-two dollars and sixty-four cents (\$ 236,042.64), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated September 4, 2013, entered into a contract with OWNER for construction of A.I.P. Project No. 3-41-0040-22 in accordance with specifications prepared by WHPacific, Inc., which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that is the principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the contract.
- (2) The above named principal and surety hereby jointly and severally agree with the owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

- (3) No suit or action shall be commenced hereunder by any claimant:
- A) Unless claimant, other than one having a direct contract with the principal, shall have given written notice to any two of the following: the principal, the owner, or the surety above named, within ninety (90) days after such (claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, owner or surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the Oregon, save that such service need not be made by a public officer.
 - (B) After the expiration of one (1) year following the date on which principal ceased work on said contract, it being understood, however, that if any limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (C) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 10th day of September, 2013. In the presence of:



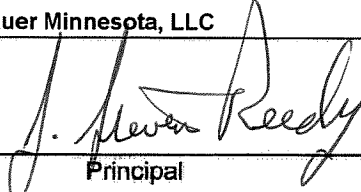
Witness

SEAL)

(SEAL)

Rosenbauer Minnesota, LLC

By


Principal

Travelers Casualty and Surety Company of America

By


Surety

Patricia H. Borchers, attorney-in-fact

INDIVIDUAL ACKNOWLEDGMENT

STATE _____

COUNTY _____

On this _____ day of _____, _____, came before me personally _____ to me well known to be the same person who executed the foregoing bond and each severally acknowledged the same to be his own free act and deed.

Notary Public

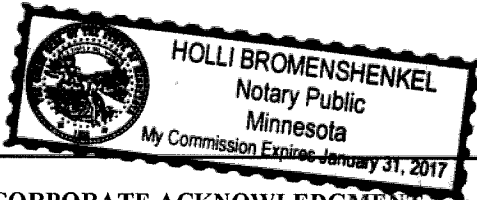
My Commission Expires: _____

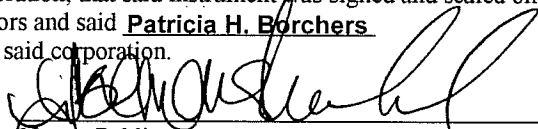
SURETY ACKNOWLEDGMENT

STATE Minnesota

COUNTY Hennepin

On this 11th day of September, 2013, before me appeared Patricia H. Borchers to me personally known, who being duly sworn, did say that he or she is the attorney-in-fact of the Travelers Casualty and Surety Company of America that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Patricia H. Borchers Acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

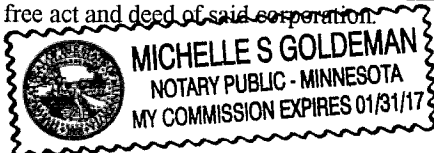
My Commission Expires 01/31/17

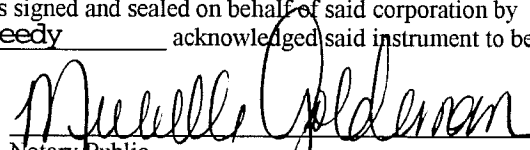
CORPORATE ACKNOWLEDGMENT

STATE Minnesota

COUNTY Anoka

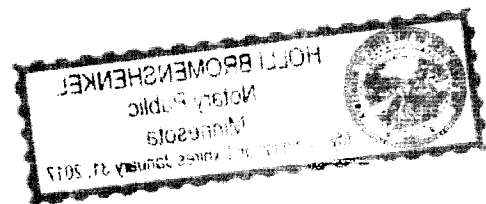
On this 11th day of September, 2013, before me appeared J. Steven Reedy to me personally known, who being duly sworn, did say that he or she is the VP/GM of the Rosenbauer Minnesota, LLC that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said J. Steven Reedy acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

My Commission Expires 1/31/17





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226716

Certificate No. 005512592

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William D. Jeatran, Wendy M. Schmid, Duane Mischke, Patricia H. Borchers, Jeff Settem, Emily Tschimperle, and Dan Hanson

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of May, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 30th day of May, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10TH day of SEPTEMBER, 20 13.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Rosenbauer Minnesota LLC as PRINCIPAL, and _____
Travelers Casualty and Indemnity Company a corporation duly authorized to act as a surety company in
Oregon, as SURETY, are jointly and severally held and bound unto the City of Newport, OR, as Oblige, hereinafter called OWNER, in the sum of two hundred thirty-six thousand forty-two dollars and sixty-four cents (\$ 236,042.64), for the payment of which we jointly and severally bind ourselves, our heirs, successors, administrators and assigns, or our successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT: (see additional conditions on page 2
of this bond form)

WHEREAS, the PRINCIPAL herein has made and entered into a certain contract with the OWNER, a copy of which is attached hereto, which contract is by this reference made a part hereof, whereby the said PRINCIPAL agrees to perform certain work and to furnish certain materials and to assume obligations, all in accordance with the terms, conditions, requirements, plans and specifications set out in said contract, and

NOW, THEREFORE, if the PRINCIPAL herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract and during a guarantee period as set forth in the contract documents, upon the terms set forth therein, and shall, in all respects perform said contract according to law, then this obligation shall be void; otherwise to remain in full force and effect.

For value received, the SURETY hereby agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations hereunder, and the SURETY expressly waives notice of any such change, extension, alteration, or addition.

Nonpayment of the bond premium will not invalidate this bond nor shall the OWNER be obligated for the payment thereof.

In Witness Whereof, the parties hereto have caused this Bond to be executed in Minneapolis, MN
_____ this 10th day of September, 2013.

PRINCIPAL:

Rosenbauer Minnesota, LLC

By _____

VP / GM

SURETY:

Travelers Casualty and Surety Company

By _____

Attorney-in-Fact

Patricia H. Borchers

Title _____

VP / GM

Attest:

Condition of the bond: Notwithstanding anything contained in the contract to the contrary, this bond shall not cover and the Surety shall not be liable for obligations of the principal under a warranty or maintenance agreement that extends beyond one year after final acceptance

Mary Kay Schiuel
Secretary Treasurer

The Attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond there must be attached a complete set of the "Contract Documents", as the term is defined in the Supplementary Conditions with all corrections, interlineations, signatures, etc., completely reproduced therein.